



December 30, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

VIA CERTIFIED MAIL

iLAD, Inc.
Attn: Eric Shepnick
13230 San Bernardino Ave., Unit A
Fontana, CA 92335

**Re: *Castillo v. iLAD, Inc.*
 PAGA Notice**

Dear California Labor and Workforce Development Agency and iLAD, Inc.:

Please be advised that Aris LLP represents the interests of Angie Castillo (“Claimant”). The purpose of this correspondence is to inform you that Claimant intends to seek penalties and injunctive relief, on behalf of herself and all other aggrieved employees, against her former employer iLAD, Inc., including, but not limited to, any of their former and present directors, officers, shareholders, owners, members, predecessors, successors, assigns, parent corporations, subsidiaries, divisions, affiliates, partners, agents, and affiliated and/or merged entities (“iLAD”) pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Sections 2698 *et seq.* This correspondence serves as Claimant’s written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the employer(s) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code Section 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100-2112, 2800, and 2802.

Facts and Theories Supporting the Alleged Violations

iLAD is a third-party logistics provider specializing in warehousing and distribution services for toys, electronics, home goods, luggage, footwear, apparel and general merchandise customers.

iLAD employed Claimant as a non-exempt hourly employee in California within the past

year. Claimant's job duties included, *inter alia*, receiving products and other items, preparing items and products for shipping by labeling, packing, and loading packages onto pallets. iLAD employed and/or currently employs other aggrieved employees in California. The aggrieved employees consist of all non-exempt employees employed by iLAD during the "PAGA Period," which is defined as one (1) year prior to the submission of this letter to the LWDA and certified mailing to iLAD to the present.

During the PAGA Period, iLAD failed to pay Claimant and other aggrieved employees minimum, regular (including reporting time pay), and overtime wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and aggrieved employees regularly worked more than eight (8) hours per workday, 10 hours per workday, and/or over 40 hours per workweek. Specifically, iLAD failed to properly record Claimant and other aggrieved employees' time worked, resulting in the underpayment of wages, including overtime pay. iLAD also required Claimant and aggrieved employees to wait in line for several minutes to clock in for their shifts without compensation. As such, iLAD failed to pay Claimant and other aggrieved employees minimum, regular, and overtime wages for all hours worked, in violation of Labor Code Sections 204, 206, 210, 510, 558, 1194, 1197, 1197.1, and 1198.

During the PAGA Period, iLAD failed to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code Section 512 and Section 11 of the applicable Wage Order. Specifically, Claimant and aggrieved employees had their meal periods missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due to iLAD's excessive quotas (e.g., employees were required to label up to 1,000 products per day), work demands, understaffing, policies, and practices. In addition, iLAD failed to provide second meal periods when Claimant and aggrieved employees worked over 10 hours during a shift. Further, iLAD required Claimant and aggrieved employees to wait in line for several minutes to clock back in from their meal periods, resulting in short meal periods. iLAD also failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, iLAD failed to provide Claimant and other aggrieved employees with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours in a workday, and failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code Sections 226.7, 512, and 2100-2112, and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

During the PAGA Period, iLAD failed to authorize or permit ten-minute (10) rest periods for every four (4) hours worked or major fraction thereof. Specifically, iLAD failed to provide compliant rest breaks to Claimant and aggrieved employees due to its excessive quotas, work demands, understaffing, policies, and practices as mentioned above. Thus, Claimant and aggrieved employees regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or interrupted. In addition, iLAD failed to provide rest breaks during the middle of each work period and provide all required paid rest breaks. Moreover, iLAD also failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a rest period violation. Accordingly, iLAD violated Labor Code Sections 226.7 and 2100-2112 and the applicable IWC Wage Orders.

During the PAGA Period, Employers failed to reimburse Claimants and other aggrieved employees for all business expenses incurred for Employers' benefit. Specifically, Claimant and aggrieved employees were required to purchase clipboards, vests, pens, markers, and other items to perform their job duties without reimbursement. Accordingly, Employers violated Labor Code sections 2800 and 2802.

As a result of, and in addition to, the aforementioned Labor Code violations, iLAD failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. As a result, iLAD violated Labor Code Sections 226 and 226.3. Similarly, iLAD failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and the aggrieved employees due to the same violations referenced above. Consequently, iLAD violated Labor Code Sections 1174 and 1174.5.

As a result of, and in addition to, the above referenced Labor Code violations, iLAD failed to timely pay all wages owed throughout Claimant and the aggrieved employees' employment and following the end of the aggrieved employees' employment including minimum, regular, and overtime wages, meal and rest period premiums, and reimbursements among other things. Accordingly, iLAD violated Labor Code Sections 201-204, 210, and 256.

Based on these violations, Claimant will seek attorneys' fees, costs, penalties, and injunctive relief under the Labor Code on behalf of herself and all other aggrieved employees who were employed by iLAD during the PAGA Period. Please advise if the Labor and Workforce Development Agency has any objection to Claimant including PAGA claims in a lawsuit against iLAD.

Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Sincerely,



Daniel J. Hyun

CC: Shelly Song and Shaheen Etemadi